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**ENCLOSURE 4****QUESTIONS**

1. State the dates during which you or your company have owned, operated, or leased a facility or any part thereof located within the area of interest at the Site as illustrated on the map in Enclosure 6, and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g. including but not limited to purchase and sale agreements, deeds, or leases).
2. Did you or any other person or entity ever use, purchase, store, treat, dispose, transport or otherwise handle any material containing chlorinated solvents, including but not limited to tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and 1,1,1-trichloroethane (TCA), at a facility within the boundaries of the Site? If the answer to this question is anything but an unqualified "no," with respect to each facility identify: *NO*
  - a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material; *NA*
  - b) who supplied the material; *NA*
  - c) how, when, and where the material was used, purchased, generated, stored, treated, transported, disposed of or otherwise handled; *NA*
  - d) the quantity of such materials used, purchased, generated, stored, treated, transported, disposed of or otherwise handled; *NA*
  - e) all supervisory personnel for areas where chlorinated solvents were identified above. For all persons identified, indicate the years during which they were a supervisor and, to the best of your knowledge and belief, their duties and responsibilities. *NA*
3. Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, or container storage areas,) at each facility you or your company have owned, operated, or leased within the area of interest at the Site. For each such solid waste management unit, provide the following information: *NA*
  - a) A map that shows the unit's boundaries and the location of all known solid waste management units, whether currently in operation or not.

This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;

- b) the type of unit (e.g., storage area, landfill, or waste pile) and the dimensions of the unit;
  - c) the dates that the unit was in use;
  - d) the purpose and past usage of the unit (e.g., storage or spill containment);
  - e) the quantity and types of materials (hazardous substances and any other chemicals) located in the unit;
  - f) the construction (materials, composition), volume, size, dates of cleaning, and condition of the unit; and
  - g) if unit is no longer in use, describe how unit was closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.
4. Identify all leaks, spills, or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents that have occurred at or from any facility you or your company have owned, operated, or leased within the boundaries of the Site. In addition, identify: *NO*
- a) when, where, and how such leaks, spills or releases occurred;
  - b) the amount of each leak, spill or release;
  - c) activities undertaken in response to each such leak, spill or release, including the notification of any agencies or governmental units;
  - d) investigations of the circumstances, nature, extent or location of each leak, spill or release, including the results of any soil, water (ground and surface), or air testing undertaken; and
  - e) all persons with information relating to these leaks, spills or releases.
5. Provide copies of all local, state, and federal environmental permits ever granted for any facility (or any part thereof) you or your company have owned, operated, or leased within the boundaries of the Site (e.g., RCRA permits or NPDES permits). *NO*

6. Identify any persons or entities, other than those responding to this information request, that may have information about the history, use, purchase, storage, treatment, disposal, transportation or handling of any materials containing chlorinated solvents at any facilities in the area of interest at the Site. *NA*
7. To the extent you believe that another person, including any previous property owner, is responsible for any leaks, spills or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents at or from any facility you or your company have owned, operated, or leased within the area of interest at the Site, identify: *NA*
- a) the name and address of that person or persons;
  - b) when, where, and how such leaks, spills or releases occurred;
  - c) the amount of each leak, spill or release; and
  - d) the detailed basis for your belief that each such person is responsible for leaks, spills or releases, including any transactional documents, reports, or other documentation supporting your belief.

*Michael A Taylor*

*11-28-2012*

*Scioto Services LLC*

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made between the Landlord Goodall Properties LLC  
And the Tenant Scioto Services on this date 1/23/12.

The Landlord makes available for lease a portion of the Building designated as the Premises, described as follows:

Approximately 600 square feet, east office and adjoining storage area.  
701 West Water Street  
Troy, Ohio 45373

The Landlord hereby agrees to rent the Premises to Tenant and the Tenant hereby agrees to rent the Premises from the Landlord.

### 1. TERM:

The initial lease term shall begin on 2/01/12 and end on 1/31/13. The Tenant shall have the right to renew the Lease on a monthly basis with Landlord's consent.

### 2. RENT:

For the initial Lease term, the Tenant agrees to pay the Landlord \$            per month as rent on or before the 10 day of each month.

If rent due is not paid on or before the 10 day of the month, Tenant agrees to pay a late charge of \$75.00 plus an additional late charge of \$10.00 per day until the rent is paid in full.

### 3. SECURITY DEPOSIT:

The Tenant shall deposit an amount of \$            to be held by the Landlord as security deposit. The Landlord shall have the right to make deductions from the security deposit for the default of rent payment and to make good on any Lease term default by the Tenant. Landlord acknowledges receipt of deposit. JB

### 4. PROHIBITED USES:

The Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, device or item.

### 5. SUBLET AND ASSIGNMENT:

The Tenant may not sublet or assign this Lease without the consent of the Landlord not to be unreasonably withheld or delayed. The Tenant may without the consent of the Landlord sublet or assign the lease to a wholly owned subsidiary or affiliate of the Tenant's parent company.

### 6. REPAIRS AND MAINTENANCE:

The parties agree that this Lease shall be considered a gross lease which means the Tenant is not responsible for any costs or expenses relating to the repairs and maintenance of the building including common areas as well as any insurance amounts not specifically required by this Lease. The Tenant is responsible for any non-structural repair and maintenance directly related to its Premise.

#### 7. ALTERATIONS:

The Tenant shall have the right to redecorate, remodel, make additions, improvements and replacements to any or all parts of the Premises during the Lease term, provided that the such alterations shall neither impair the structural soundness or diminish the value of the Premises. No structural alterations or additions are to be made to the Premises without the Landlord's consent. Any alterations must fully comply with local and state building codes and conform with all fire regulations. All alterations are at the tenant's expense.

#### 8. SIGNS:

The Tenant shall have the right to place and replace any signs at any part of the Premises at his/her own expense, provided that the Tenant removes all such signs upon the termination of the Lease and repairs all damages resulting from the removal of signs.

#### 9. RIGHT TO ENTER PREMISES:

The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, provided that the Landlord does not unreasonably impair the Tenant's business on the Premises.

The Southeast entrance to the Premises must be accessible for emergency egress during business hours for Troy Lumber Company.

#### 10. PARKING:

The Tenant shall have the non-exclusive use of parking space in common with the Landlord, other tenants of the Building, their guests and invitees during the Lease term.

#### 11. UTILITIES:

The Landlord shall pay all utility charges for electricity, water, sanitation and other services to be used by the Tenant on the Premises. The Tenant shall provide his/her own trash disposal. The tenant shall supply and pay for propane to heat the leased premises.

Tenant will be charge for excessive utility usage. If landlord's total utility bill increases more than \$200.00 over the average of the previous two years a surcharge for the amount excess amount will be charged to the tenant.

#### 12. PROPERTY TAXES:

The Landlord shall pay all general real estate taxes coming due on the Premises during the Lease term, and all personal property taxes on the Landlord's personal property at the Premises.

The Tenant shall pay all personal property taxes on his/her personal property at the Premises.

#### 13. INSURANCE:

If the Premises is damage by fire or other casualty due to an act of negligence by the Tenant or his/her agents, employees or invitees, rent shall not be diminished or disrupted while such damage is under repair. The Tenant shall also be responsible for any repair cost not covered by insurance.

The Landlord shall maintain fire and extended insurance coverage on the Premises and Building. The Tenant shall be responsible for fire and extended insurance coverage on all of his/her personal property in the Premises. See ATTACHMENT 'A' for additional insurance requirements (indemnification and liability insurance requirements).

## 14. DEFAULT:

The Tenant will be in default of this commercial lease agreement if he/she

1. fails to pay the full rent when due on at least 2 occasions or
2. fails to fulfill any term or condition of this Lease and such default continues for 10 days after the Landlord has given notice of it to the Tenant or
3. Causes a lien to file against the Premises and such lien is not removed within 10 days of recordation

If the Tenant is in default, the Landlord shall have the right to terminate this commercial lease agreement by giving the Tenant a 30 day notice in writing.

## 15. ADDITIONAL TERMS AND CONDITIONS:

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Landlord Name: Goodall Properties LLC

Landlord Signature: Joseph H Goodall Date: 1/23/12

Landlord Address: 701 West Water St. Troy Oh. 45373

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Address: \_\_\_\_\_



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